



RFP# CYF 20-07

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

COMMUNITY-BASED SUBSTANCE USE DISORDER (SUD) SERVICES

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSAL SUBMISSION DEADLINE: February 9, 2021 by 2:00 PM local time

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov. Questions received close to the deadline may not receive a response. The State of Delaware reserves the right to determine if there is enough time to answer submitted questions.

None There is **no** bidders' conference scheduled for this RFP.

**02/09/2021
by 2:00 PM
local time**

For this RFP DSCYF will accept your proposal by email **ONLY** as described below. Please submit the **minimum** number of separate email attachments as possible. A single proposal attachment is preferred, but not mandatory.

Proposals must be received by email by 2:00 PM local time on February 9, 2021.

Emailed proposals arriving with a State of Delaware system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to Ryan Bolles at herbert.bolles@delaware.gov as soon as possible.

**PROPOSAL
DELIVERY:**

Please submit your agency's proposal to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov). NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time.** Proposals delivered in physical paper form will **not** be accepted.

The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as
possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as
possible

Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

Background

The Delaware Department of Services for Children, Youth and their Families' (DSCYF) Division of Prevention and Behavioral Health Services (DPBHS) is committed to providing a comprehensive behavioral health system for children and families as we continually strive to fulfill our vision: "for all children and families to be strong, resilient, and live in supportive communities."

DPBHS's goal is to achieve positive and sustainable outcomes for children and families as stated in its mission: "To develop and support a family-driven, youth-guided, trauma-informed prevention and behavioral health system of care." DPBHS embraces **System of Care (SOC)** approaches with the following core principles:

1. Practice is Individualized;
2. Services are Appropriate in Type and Duration;
3. Care is Child-Centered, Youth-Guided and Family-Focused;
4. Care is Community-Based;
5. Care is Culturally Competent;
6. Care is Seamless, within and across Systems; and
7. Teams Develop and Manage Care.

DPBHS's network includes a comprehensive array of prevention, early intervention and treatment services and program options, including non-traditional interventions and supportive services. This enables DPBHS to tailor services to meet each individual and family's needs. DPBHS is interested in responses which include a host of trauma-informed services developed by a single provider or through established partnerships among providers that promote flexibility and enhance our current service continuum.

In 2018 Delaware Governor, John C. Carney, signed Executive Order #24, making Delaware a Trauma-informed state. This Order provides direction for the Family Services Cabinet Council to help mitigate the impact of adverse childhood experiences (ACEs) and build resilience in children, adults, and communities. Adverse childhood experiences (ACEs) are traumatic events occurring before age 18. ACEs include all types of abuse and neglect as well as parental mental illness, substance use, divorce, incarceration, and domestic violence.

Center on the Developing Child at Harvard University reports "the key findings of dozens of studies using the original ACEs data are: (1) ACEs are quite common, even among a middle-class population: more than two-thirds of the population report experiencing one ACE, and nearly a quarter have experienced three or more. (2) There is a powerful, persistent correlation between the more ACEs experienced and the greater the chance of poor outcomes later in life, including dramatically increased risk of heart disease, diabetes, obesity, depression, substance abuse, smoking, poor academic achievement, time out of work, and early death".

In Delaware, 50.4% of children have experienced at least one adverse childhood experience and 22% have experienced two or more. A 2019 report showed the most commonly identified ACEs in Delaware were economic hardship (24.6), parent divorce/separation (24.5) and parent/guardian time in jail (9.1) and substance misuse (8.1). <https://www.americashealthrankings.org/>

The results of the 2017 Youth Risk Behavior Survey illustrate that youth who report experiencing trauma have higher rates of all substance use, as well as symptoms of depression, including self-harm and suicide attempts. For example, high school students who experience homelessness are nearly twice as likely to be current alcohol drinkers (46%) than students who were not homeless (28%) and six times as likely to abuse prescription pain killers in the past month (30% compared to 5%). They are also at greater risk for symptoms of depression than those who are not homeless (36% compared to 27%) and four times as likely to have attempted suicide within the past year (24% compared to 6%). <https://www.cdhs.udel.edu/seow/reports-and-products>

Substance Abuse and Mental Health Services Administration's concept of a trauma-informed approach is grounded in a set of four assumptions, known as the 4 R's, which guide the work of individual practitioners, organizations and systems. These R's include:

1. **Realize** the widespread impact of trauma and understand the potential paths of recovery.
2. **Recognize** the signs and symptoms of trauma in children, families, staff, and others involved in the system.
3. **Respond** by fully integrating knowledge about trauma into policies, procedures, and practices.
4. And seek to actively to **Resist Re-traumatization**

*Substance Abuse and Mental Health Services Administration. *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) xx-xxxx. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014. Found at this link: https://www.ashlandmhrb.org/upload/samhsas_concept_of_trauma_and_guidance_for_a_trauma-informed_approach_july_2014.pdf

DPBHS recognizes that a child's success is greatly impacted by the family's unique experiences and challenges (including health and well-being issues, a caregiver's own trauma history, mental health and/or substance use issues, etc.) that may inhibit their ability, commitment and willingness to learn new methods and skills to effectively support their child. Supporting responsive relationships with a parent or caregiver can help to buffer a child from the effects of stress, and helping children *and* adults build their core life skills—such as planning, focus, and emotional regulation and behavioral control—and can strengthen the building blocks of resilience. Family and caregiver supports are essential to facilitate and foster positive change. DPBHS is interested in services that address needs and difficulties of the family unit and are not limited to services addressing only the identified child's behavioral health needs.

DPBHS seeks to partner with providers that value and practice the SOC principles stated above and incorporate a trauma informed approach into their work with children and families.

Announcement

The objective of this Request for Proposals (RFP) is to improve outcomes for youth by increasing accessibility to high quality, effective community-based substance use disorder (SUD) services that utilize best, promising and evidence-based practices, promote problem identification early and emphasize the value of collaboration with children, their families, community resources, informal supports and service partners.

Through the Substance Abuse Prevention and Treatment Block Grant, DPBHS seeks to offer enhanced substance misuse services as well as an array of supportive services and non-traditional approaches that may be offered to youth who may, or may not, already be receiving SUD treatment services. DPBHS seeks to fill service and/or program gaps in the SUD service continuum. Treatment services currently covered by Delaware Medicaid MCO's benefit plans and SUD treatment services which are currently available in the DPBHS service continuum **are NOT** included in this RFP.

DPBHS is interested in proposals that include innovative and creative approaches to preventing, averting and treating youth substance misuse. DPBHS seeks proposals offering to provide one or many of the services listed in this RFP. Additional services and approaches that do not appear in this RFP but have evidence to support their impact on youth with or at risk for substance misuse may also be included in the proposals.

Tobacco Cessation (including Vaping)

According to the American Lung Association, over 5,700 teens start vaping every day. E-cigarettes are the most commonly used tobacco products among U.S. middle and high school students. According to the most recent survey by U.S. Centers for Disease Control and Prevention, an estimated 4 million high school students are currently vaping. The U.S. Surgeon General has declared vaping among youth an epidemic. Vapes can also contain other substances, such as tetrahydrocannabinol (THC), the main psychoactive ingredient in marijuana. There have been reports of illness and even deaths among people who use vapes.

Adolescents and teen smokers can be more susceptible to nicotine addiction and face unique developmental challenges in the initiation and cessation of cigarette smoking. They are an important group to target with regard to both prevention and cessation efforts.

Family Support and Wraparound Services

Family involvement and engagement in a youth's treatment success is critical. Substance misuse and addiction place a great deal of stress on family units and can negatively impact relationships that are so crucial for an individual in treatment and/or recovery. Services that promote or enhance a family's ability to participate in the youth's treatment may also be proposed. This may include supportive services for caregivers or family members of youth struggling with substance use or services that could, if available, allow a family member to become more actively involved in their loved one's treatment and recovery.

Support for Youth of Parents with Substance Use Disorders

One in five American children are in homes with parental substance abuse. Substance misuse impacts everyone in the family. Children who live with substance misuse among family members are at elevated risk of substance misuse themselves and may also experience anxiety, stress and are at greater risk for maltreatment and/or neglect. According to Psychology Today, “researchers from Harvard Medical School (HMS) announced new findings that children whose parents (or caregivers) abuse alcohol—or use, produce or distribute drugs—face significantly higher risks of medical and behavioral problems, including substance abuse. The double whammy of parental substance abuse on children is the combination of the toxic effects of exposure to drugs and alcohol, as well as the inability of parents struggling with substance use disorders to provide basic physical, psychological, and emotional needs for their kids. One study reports that children whose parents use drugs and misuse alcohol are three times more likely to be physically, sexually, or emotionally abused and four times more likely to be neglected than their peers” (<https://www.psychologytoday.com/us/blog/toxic-relationships/201708/when-someone-you-love-is-alcoholic-or-addict>).

DPBHS is interested in providing services that target children of substance misusing parents or caregivers to address their increased risk of developing substance use or other behavioral health disorders.

Non-Traditional Therapies, Experiential Therapy and Supportive Services

Research shows several alternative treatment approaches and support services are beneficial to individuals with substance use disorders. DPBHS is interested in enhancing services that are currently available to youth with SUD or are at elevated risk for developing these disorders. Proposed services may be offered as stand-alone services or be provided in conjunction with other treatment services.

Yoga

Yoga as a healing system of theory and practice has long been used to help relieve stress, and scientific evidence has provided a link between practicing yoga and the reduction of stress by modulation of the stress response. There is a host of evidence that suggests yoga and mindfulness activities have a positive impact on one’s physical health and also improve one’s mental and emotional health by offering an appealing and practical way to manage their symptoms. Yoga doesn’t require expensive equipment and can be practiced anywhere at any time. Yoga has been found to benefit individuals struggling with Substance Use, Depression, Anxiety, PTSD, Eating Disorders, Autism, trauma and other behavioral health challenges.

Meditation and Mindfulness

Meditation is a mind and body practice that has a long history of use for increasing calmness and physical relaxation, improving psychological balance and enhancing overall health and well-being. According to Psychology Today, practicing balanced emotional responses can reduce one’s stress level, and anxiety and stress are often triggers for substance abuse and

addictive behavior. In addition, when you choose a neutral rather than a judgmental response to your thoughts and feelings, you can increase your sense of self-compassion rather than beating yourself up, which is often associated with addictive behaviors. <https://www.psychologytoday.com/us/blog/all-about-addiction/201110/mindfulness-meditation-and-addiction>

Mindfulness is a type of meditation in which you focus on being “present”, what you are sensing and feeling in the moment without interpretation or judgement. Practicing mindfulness involves controlled breathing methods, guided imagery, and other practices to relax the body and mind and help reduce stress. Decades of research demonstrate stress exacerbates substance use. Mindfulness Based Interventions may ameliorate SUDs and addiction relapse through their stress reductive effects. Mindfulness training is a promising intervention option for SUDs and relapse prevention. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6247953/>

Recovery is a stressful time, and meditation can have a positive impact on managing anxiety and depression, and may improve one’s overall health. Mindfulness meditation is one way to maximize the benefits one gets out of treatment and is a technique that can be practiced easily after treatment is completed. <https://americanaddictioncenters.org/therapy-treatment>

Animal Assisted Therapy

Evidence suggests there are many benefits to spending quality time with pets or companion animals. These include lower stress levels, a reduction in anxiety and depression, lower blood pressure and heart rate, higher self-esteem, and even a reduction in the severity of painful physical symptoms of illness.

Pet or animal therapy works by helping individuals in recovery focus outside of themselves in the care of “something” else. Caring for and interacting with an animal allows us to focus on something other than our own problems. Stepping away, even momentarily, from our sometimes all-consuming issues can be an important first step in seeing avenues to change. Taking responsibility for the care of an animal not only shows us how to meet the needs of others, it illustrates the joy of being of service. <https://www.psychologytoday.com/us/blog/where-science-meets-the-steps/201404/what-therapy-animals-can-teach-us-about-being-human>

Equine Therapy

Equine therapy is a way to experience change in a hands-on way. Equine therapy is a powerful way to get in touch with one’s thoughts and feelings. Horses have a unique ability to sense emotions and react accordingly. Working with horses builds trust and teaches skills necessary for day-to-day interaction with others. It helps people to feel connected, improves self-confidence and assertiveness, builds resilience and allows one to practice relaxing and be present in the moment.

People with substance misuse or other behavioral health issues who have struggled to make progress or achieve their treatment goals have made significant breakthroughs with the aid of equine therapy. Research has confirmed many equine therapy benefits. It lowers your blood pressure and heart rate, alleviates stress and reduces symptoms of anxiety and depression.

According to Psychology Today, “Equine-Assisted Therapy, particularly Equine-Facilitated Psychotherapy, can have positive results for those who are recovering from substance abuse, trauma, depression, or a number of other psychological issues. It can help individuals develop a work ethic, identify and process feelings, and learn how to trust. However, to be safe and effective, Equine-Facilitated Psychotherapy must be provided by a licensed medical professional. As problematic feelings and memories arise, someone with experience helping people process those feelings must be present. The professionalism of those engaged with equine therapies is what makes them both effective and safe.”
<https://www.psychologytoday.com/us/blog/ending-addiction-good/201708/the-therapeutic-value-horses>

Expressive Therapy

Expressive Therapy is considered an activity-based therapy like animal therapy. Expressive Therapy uses creative activities to help one share and process feelings and memories that may be hard to put into words. It builds self-esteem and self-confidence. Studies have shown that art therapy can reduce relapse rates for several psychiatric disorders while music therapy may lower depression, stress, anxiety, and anger in individuals in treatment for substance abuse. Drama, writing, dance and movement therapies are other types of expressive therapies.

Additional services and approaches that do not appear in this request for proposals but have evidence to support their impact on youth with or at risk for substance misuse may also be included in the proposals.

COVID-19 Pandemic

DPBHS recognizes the impact of COVID-19 on Out of School Time programming. In your proposal please discuss possible modifications to programming that will be made to identify and connect with youth and meet the related needs of youth and their families while adhering to public health and governmental guidance. It is not known how long restrictions may be in effect, how long children will be receiving their education remotely or when we can resume traditional programming safely. It is recommended proposals include both detail on service delivery during the pandemic and after restrictions are eased. DSCYF is not offering to provide work space for these services.

Proposal Approach

DPBHS seeks to purchase substance misuse services that align with System of Care core values and incorporate a trauma informed care in its program models. It is recommended that Bidders thoroughly review this RFP. The bidder’s proposed services should utilize best, promising, well

supported or evidence-based practices or non-traditional approaches proven to have positive outcomes for youth receiving these interventions. Proposed services must include specific references to the segment(s) of the target populations to be served and include exclusionary criteria as applicable.

Narrative

The narrative section of the proposal should include an overview of the organization and a description of its current or proposed administrative, programmatic, and fiscal infrastructure. The Bidder should include relevant data and outcomes demonstrating their experience, success, and innovation in providing the services being proposed. The proposal must show the agency or organization's intent and capability to collaborate with community partners, schools, families, and other key stakeholders to provide connections to natural supports within the youth's network.

Agency/Organization Description

The bidder agency/organization's description provides the RFP Proposal Review Committee with an overview of the bidder agency/organization's current structure and its ability to effectively provide the proposed service(s). To provide a comprehensive description for the RFP Proposal Review Committee, DPBHS is requiring all responses to (at a minimum):

1. Briefly describe the organization's history, include information such as date of inception, purpose, major growth or development, include copies of current business and professional licenses, current professional / service affiliations, etc.;
2. Describe the organization's experience and qualifications to provide services and / or support services for children with diverse cultural and ethnic backgrounds, the organization's experiences and effectiveness with youth in intact families, those in foster care, and those with juvenile justice involvement;
3. Describe the organization's adoption of System of Care and trauma-informed principles and practices and how they are incorporated into service delivery.
4. Description of quality monitoring and quality improvement process used or proposed process to be incorporated;
5. Description of the organization's structure, which shall include:
 - a. Corporate board structure and members (if applicable);
 - b. Executive leadership team and qualifications;
 - c. Staff organizational chart; and
 - d. Definitions and responsibilities of each position (licensed and non-licensed) including supervisory mode and frequency.
6. Description of Organization's administrative and fiscal management structures;
7. Accreditation history (if applicable), including a copy of the last accreditation survey report;

8. If applicable, list one or more non-governmental purchasing organizations served by the bidding agency in the past three (3) years. Include contact name and phone number and type of service(s) purchased from the bidder;
9. If applicable, list all State of Delaware, other state and Federal contracts currently held or held in the past three (3) years. Include a contact name and phone number, the name of the State or Federal Agency contracted with, and the type of service(s) provided;
10. Current DSCYF contracted providers must include their most recent DSCYF monitoring reports and Quality Improvement Plans; and
11. If you are a bidder that does not currently contract with DSCYF but does contract with a division or department of government in Delaware or a different state, previous monitoring reports and Quality Improvement Plans must be submitted.
12. Identify any sanctions, legal actions, licensing corrective actions and current or pending litigation that the organization is currently (now or within the past 2 years) experiencing

Program or Service Description(s) Requirements

The RFP Proposal Review Committee requires the Narrative Program or Service Description to clearly articulate the proposed service(s) offered, and the target population(s) to be served. If the response includes questionnaires, forms, or other documents, please submit them as an appendix. Proposals should be clear, specific, and address all areas/subjects requested.

Service Descriptions must include, at a minimum:

1. Clearly defined target population;
2. Accessibility of service including locations, times and service capacity;
3. Service implementation plan;
4. Detailed description(s) of the approach (or approaches) to be used to meet the needs of the population(s) to be served with details, including at a minimum:
 - a. Evidence-based, best, promising or well supported practice(s) and/or innovative approaches to be used, and the specific needs targeted in each approach;
 - b. Expected outcomes for each service;
 - c. Identification of a specific process and/or assessment tool(s) used for determining appropriate intervention or treatment and how progress toward achievement of identified goals will be measured;
 - d. Description of crisis planning and response;
 - e. In its “*DSCYF Operating Guidelines for Contracted Client Programs/Services*” document (found here: https://kids.delaware.gov/mss/mss_contracts.shtml) DSCYF currently defines 27 “Reportable Events” which must be reported to DSCYF when they occur. Please define/describe any **additional** “Reportable Events” your policy/practice requires you to report and include how you manage those additional event types; and
 - f. Define cultural competency and describe your efforts to implement and maintain a culturally diverse staff and culturally acceptant environment.

5. Description of how the organization will partner or collaborate with other community resources and agencies to address the needs of youth and families participating in the program or service;
6. Proposed exclusion criteria for admission or participation in the program or service population(s) and the criteria used to justify the exclusion.

Cost Requirements

The accepted proposals' cost/budget materials will be evaluated by the RFP's Proposal Review Committee. The bidder's proposal must contain a budget description including at least one of the following approaches:

1. DPBHS prefers unit cost or other creative and cost-effective compensation approaches including per 15-minute rate(s), episode/case rate(s), or tiered rate(s) pricing of service components according to type, frequency and intensity, or other proposed approaches.
2. If the proposed service has an associated MA billing/procedure code(s) (ICD-10-CM/PCS, CPT, HCPCS codes) please include them as applicable.
3. While not preferred, if the bidder proposes a monthly cost reimbursable compensation structure, bidders **must** include a **12-month** reimbursable budget on the DSCYF Budget Form (posted online with this RFP) inclusive of the Salary Detail form (posted online with this RFP) and a bidder generated Budget Narrative describing all assumptions made in each expense item calculation.

Term of Award

The Department anticipates multiple multi-year agreements with successful bidders and reserves the right to extend the agreements for up to five (5) years. The initial contract year will begin as soon as possible. Actual contract start dates may vary depending on the length of negotiations and other factors. Contract renewal is contingent upon satisfactory performance and availability of funds.

The successful bidders must accept full payment by conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

Required Proposal Content

Bidders responding to this Request for Proposals must provide enough information to address all proposal requirements described in this RFP as well as the required forms/documentation listed in the RFP and/or forms provided in Appendix A.

Bidders must complete, include or provide all the following items:

1. Completed Bidder Fact Sheet (**On TOP of your proposal**) **available online with this RFP in MS Word** for easy editing

2. Written narrative in response to all statements, questions and requirements above in the following RFP sections:
 - a. Written response responding to the following:
 - Proposal Approach (page 8)
 - Narrative (page 9)
 - Agency/Organization Description (page 9)
 - Program or Service Description(s) Requirements (page 10)
 - b. Budget/Cost Requirements – if compensation is not identified in a specific unit cost, bidders must submit a 12-month DSCYF Budget workbook available online with this RFP in MS Excel for easy editing as
3. Signed “Assurances” document found in Appendix A
4. Signed “Certifications, Representation, and Acknowledgements” document found in Appendix A
5. Completed “Employing Delawareans Report” available online with this RFP in MS Word for easy editing

Review of Proposal

Proposals will be evaluated and rated by a select panel including at a minimum DSCYF staff. DSCYF reserves the right to include non-DSCYF staff on the panel. Rating of proposals will be conducted on the following criteria:

Responses must include the following mandatory requirements to be considered:	
<ul style="list-style-type: none">• Completed Bidder Fact Sheet• All DSCYF Forms included in this RFP and posted with the RFP	
Criteria for Evaluation/Rating of Proposals:	% Weight
Appropriateness and quality of the proposed service model or approach considering: <ul style="list-style-type: none">- the individual needs of the identified population,- use of best, promising, well supported or evidence-based practices,- use of a System of Care approach, and- incorporation of trauma-informed care.	30%
Experience, reputation and demonstrated ability based on past performance/qualifications in providing the same or similar quality prevention, early intervention, treatment services and / or supportive services as indicated by reviews of accrediting body and/or state agencies including DSCYF, federal agencies, and/or State Medicaid offices, and/or other appropriate supporting documentation.	25%
Quality assurance and continuous improvement plan, including outcome and other measures for assessing service effectiveness.	15%
Capacity and quality of staffing plan, including credentials, training policies and practices, etc.	15%
Cost/Budget (e.g. competitiveness, reasonableness) comparison to the open-market, usual and customary, and other proposals.	15%
Total	100%

APPENDIX A – Bidder Forms and Instructions

Additional Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder's organization.

I. FORMAT

To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the review panel.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@Delaware.gov or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to substantive questions will be posted on the State's solicitation web site www.bids.delaware.gov **It is the bidder's responsibility to check the website for updates to this RFP.**

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6982(b). The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6981 to award a contract to the successful firm or firms in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

- Notwithstanding anything to the contrary, the Department reserves the right to:
 - Reject any and all proposals received in response to this RFP;
 - Select for contract or for negotiations a proposal other than that with the lowest cost;
 - Waive or modify any information, irregularities, or inconsistencies in proposals received;
 - Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified.
 - Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
 - If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
 - Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.
 - SUPPLEMENTAL SOLICITATION: Advertise a supplemental solicitation during the term of resulting contracts from this RFP if deemed in the best interest of the State.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
 Attn: Contracts Unit
 Contract No: CYF 20-07
 State of Delaware
 1825 Faulkland Road
 Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the bidder agrees that it will not discriminate against any

employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22

as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL

CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date